

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7593		2. DELIVERY ORDER NO. N6449819F3004		3. EFFECTIVE DATE 2019 Jul 31		4. PURCH REQUEST NO. TBD		5. PRIORITY DO-C9		
6. ISSUED BY NAVAL SURFACE WARFARE CENTER PHILA NSWCPD Philadelphia PA 19112-1403 Michele N Evans/222 215-897-2933			7. ADMINISTERED BY NAVAL SURFACE WARFARE CENTER PHILA NSWCPD Philadelphia PA 19112-1403		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>					
9. CONTRACTOR Advanced Internet Marketing, Inc. dba GBS Group; The 397 Little Neck Rd Bldg 3300S Suite 204 Virginia Beach VA 23452-5781			10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED					
14. SHIP TO See Section D			15. PAYMENT WILL BE MADE BY DFAS Cleveland Anthony J. Celebrezze Federal Building, 1240 East 9th Street Cleveland OH 44199-2055		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER										
DELIVERY/ CALL		<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.							
PURCHASE			Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
Advanced Internet Marketing, Inc. dba GBS Group; The					Sarah President					
NAME OF CONTRACTOR			SIGNATURE		TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule										
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA			25. TOTAL		\$1,863,887.30	
				BY: /s/Michael J Ford			26. DIFFERENCES			
				07/31/2019					CONTRACTING/ORDERING OFFICER	
27a. QUANTITY IN COLUMN 20 HAS BEEN										
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE					g. E-MAIL ADDRESS					
					FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT		34. CHECK NUMBER			
					COMPLETE					
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL		35. BILL OF LADING NO.			
					FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)	39. DATE RECEIVED		40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

GENERAL INFORMATION

Incremental funding in the amount of [REDACTED] is hereby obligated under this order. As a result, the total amount of funding obligated and available for payment under this order is [REDACTED]. It is estimated that the funding obligated for TI 01 and TI 02 under this order will cover the cost of performance through 30 July 2020. In accordance with FAR Clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of this amount unless additional funds are made available and obligated under this Task Order in a subsequent modification.

1) The total amount of funds obligated to the task is hereby increased from [REDACTED] to [REDACTED].

2) Section B and G are revised to add the following:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
7002	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
9001	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
9002	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

3) The total value of the order is hereby increased from [REDACTED].

4) Ceiling Holding CLINS 7000 and 9000 have been reduced by the total value of the new funding CLINS added to this order as follows:

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	[REDACTED]	[REDACTED]	[REDACTED]
7001	[REDACTED]	[REDACTED]	[REDACTED]
7002	[REDACTED]	[REDACTED]	[REDACTED]
9000	[REDACTED]	[REDACTED]	[REDACTED]
9001	[REDACTED]	[REDACTED]	[REDACTED]
9002	[REDACTED]	[REDACTED]	[REDACTED]

5) The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7000		07/31/2019-07/30/2020
7001		07/31/2019-07/30/2020
7002		07/31/2019-07/30/2020
7100		07/31/2020-07/30/2021
7200		07/31/2021-07/30/2022
7300		07/31/2022-07/30/2023

7400	07/31/2023-07/30/2024
9000	07/31/2019-07/30/2020
9001	07/31/2019-07/30/2020
9002	07/31/2019-07/30/2020
9100	07/31/2020-07/30/2021
9200	07/31/2021-07/30/2022
9300	07/31/2022-07/30/2023
9400	07/31/2023-07/30/2024

6) Section G Clause entitled G-232-H001 ALLOTMENT OF FUNDS--BASIC (NAVSEA) (OCT 2018) has been revised to add the following:

CLINS/SLINS	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE FOR ALLOTMENT
7000	██████████	██████████	Date of Award through Month 12.
7100	██████████	██████████	Month 13 through Month 24.
7200	██████████	██████████	Month 25 through Month 36.
7300	██████████	██████████	Month 37 through Month 48.
7400	██████████	██████████	Month 49 through Month 60.
9000	██████████	██	Date of Award through Month 12.
9100	██████████	██	Month 13 through Month 24
9200	██████████	██	Month 25 through Month 36
9300	██████████	██	Month 37 through Month 48
9400	██████████	██	██████████ 49 through Month 60

7) The accounting and Appropriation Data added to Section G is as follows:

7001 130079646100001 ██████████
 LLA :
 AA 1781810 81ST 251 VU021 0 050120 2D 000000 A00005143433
 TI 01_Incremental Funding_Labor_Authority 2410(a) Invoked

7002 130079656600001 ██████████
 LLA :
 AB 1791804 8B5B 251 VU021 0 050120 2D 000000 A00005146367
 TI 02 Incremental Funding_Labor_Authority 2410(a) Invoked.

9001 130079646100002 ██████████

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LLA :

AA 1781810 81ST 251 VU021 0 050120 2D 000000 A00005143433

TI 01_Incremental Funding_ODCs_Authority 2410(a) Invoked

9002 130079656600002 [REDACTED]

LLA :

AB 1791804 8B5B 251 VU021 0 050120 2D 000000 A00005146367

TI 02 Incremental Funding_ODCs_Authority 2410(a) Invoked

BASE Funding [REDACTED]

Cumulative Funding [REDACTED]

8) The contractor is not authorized to begin performance under TIs 01 and 02 until copies of the TIs signed by all parties (Contractor, Contracting Officer's Representative, and Contracting Officer) have been provided to the Contracting Officer.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Engineering and Technical Services in support of Software development and lifecycle support of the shipboard and Land Based Engineering Sites (LBES)/Test Facilities (LBTF) Machinery Control System (MCS), Damage Control (DC), and Network Systems programs. (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
7001	R425	TI 01_Incremental Funding (Labor). Authority 2410(a) invoked. (O&MN,N)	1.0	LO	██████████	██████████	██████████
7002	R425	TI 02_Incremental Funding (Labor). Authority 2410(a) invoked. (O&MN,N)	1.0	LO	██████████	██████████	██████████
7100	R425	Engineering and Technical Services in support of Software development and lifecycle support of the shipboard and Land Based Engineering Sites (LBES)/Test Facilities (LBTF) Machinery Control System (MCS), Damage Control (DC), and Network Systems programs. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████
7200	R425	Engineering and Technical Services in support of Software development and lifecycle support of the shipboard and Land Based Engineering Sites (LBES)/Test Facilities (LBTF) Machinery Control System (MCS), Damage Control (DC), and Network Systems programs. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████
7300	R425	Engineering and Technical Services in support of Software development and lifecycle support of the shipboard and Land Based Engineering Sites (LBES)/Test Facilities (LBTF) Machinery Control System (MCS), Damage Control (DC), and Network Systems programs. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Engineering and Technical Services in support of Software development and lifecycle support of the shipboard and Land Based Engineering Sites (LBES)/Test Facilities (LBTF) Machinery Control System (MCS), Damage Control (DC), and Network Systems programs. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	██████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs (ODCs) in support of CLIN 7000. The costs that will be incurred over the base period is ██████████. This is a Not To Exceed (NTE) amount, plus fully burdened rates. (Fund Type - TBD). (Fund Type - TBD) (Fund Type - TBD)	1.0	LO	██████████
9001	R425	TI 01_Incremental Funding (ODCs)_Authority 2410(a) Invoked. (O&MN,N)	1.0	LO	██████████
9002	R425	TI 02_Incremental Funding (ODCs). Authority 2410(a) invoked. (O&MN,N)	1.0	LO	██████████
9100	R425	Other Direct Costs (ODCs) in support of CLIN 7100. The costs that will be incurred over the Option period is ██████████ plus fully burdened rates. This is a Not To Exceed (NTE) amount. (Fund Type - TBD). (Fund Type - TBD) (Fund Type - TBD) Option	1.0	LO	██████████
9200	R425	Other Direct Costs (ODCs) in support of CLIN 7200. The costs that will be incurred over the Option period is ██████████, plus fully burdened rates. This is a Not To Exceed (NTE) amount. (Fund Type - TBD). (Fund Type - TBD) (Fund Type - TBD) Option	1.0	LO	██████████
9300	R425	Other Direct Costs (ODCs) in support of CLIN 7300. The costs that will be incurred over the Option period is ██████████. This is a Not To Exceed (NTE) amount. (Fund Type - TBD). (Fund Type - TBD) (Fund Type - TBD) Option	1.0	LO	██████████
9400	R425	Other Direct Costs (ODCs) in support of CLIN 7400. The costs that will be incurred over the Option period is ██████████, plus fully burdened rates. This is a Not To Exceed (NTE) amount. (Fund Type - TBD). (Fund Type - TBD) (Fund Type - TBD) Option	1.0	LO	██████████

Level of Effort (LOE):

(a) The total level of effort required under the proposed task order is estimated to be 119,650 hours of direct labor over a five-year period. Direct hours do not include holiday, sick leave, vacation and other absence hours.

(b) For purposes of preparing a cost proposal, the offeror should assume that the following number and mix of labor hours

Key	Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Total
Yes	Manager, Program/Project III (MANP3)	320	320	320	320	320	1600
Yes	Engineer, Mechanical IV (EM4)	3840	3840	3840	3840	3840	19200
Yes	Engineer, Mechanical IV (EM4) (OT)	300	300	300	300	300	1500
Yes	Systems Engineer IV (ESY4)	1920	1920	1920	1920	1920	9600
Yes	Systems Engineer IV (ESY4)	150	150	150	150	150	750
Yes	Technician Engineering VI (30086)	3840	3840	3840	3840	3840	19200
Yes	Technician Engineering VI (30086)	300	300	300	300	300	1500
	Technician Engineering VI (30086)	1920	1920	1920	1920	1920	9600
	Technician Engineering VI (30086)	150	150	150	150	150	750
	Engineer Computer IV (EC4)	1920	1920	1920	1920	1920	9600
	Engineer Computer IV (EC4)	150	150	150	150	150	750
	Engineer Systems III (ESY3)	3840	3840	3840	3840	3840	19,200
	Engineer Systems III (ESY3)	300	300	300	300	300	1500
	Specialist, Information Systems Security (SISS3)	1920	1920	1920	1920	1920	9600
	Specialist, Information Systems Security (SISS3)	150	150	150	150	150	750
	Engineer, Systems I (ESY1)	1920	1920	1920	1920	1920	9600
	Engineer, Systems I (ESY1)	150	150	150	150	150	750

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	Technical Writer, Supervisory (TECW)	640	640	640	640	640	3200
	Administrative Assistant (01020)	200	200	200	200	200	1000
Total Hours		23930	23930	23930	23930	23930	119,650

(c) The estimated allocation of the total labor effort required among the labor categories reflected in paragraph (b) above should be regarded as estimates only. Accordingly, in the performance of the task order, the contractor will be allowed to adjust the allocation of labor hours among the various labor categories as required to accomplish the technical objectives of the task order, provided that such adjustment does not cause the ceiling dollar amount for the task order to be exceeded.

NOTE:

Offerors are to propose on the labor categories and hour estimates provided as the LOE. Offerors who propose other than the specified LOE may be considered nonresponsive.

SUPPORT COSTS

Offerors may propose General and Administrative (G&A) expense on the Not-To-Exceed (NTE) Other Direct Costs (ODC) estimates. However, Offerors shall not "back into" the ODC amount. If G&A is not proposed on top of ODCs as part of the cost proposal, it shall not be requested after submission of the proposal or post-award.

SUPPORT COSTS INCLUDING MATERIAL AND TRAVEL AND OTHER DIRECT SUPPORT COSTS, IF ANY, WILL BE REIMBURSED ON THE BASIS OF ACTUAL REASONABLE AND ALLOWABLE COSTS INCURRED PLUS G&A AND/OR MATERIAL HANDLING. THESE COSTS ARE NOT SUBJECT TO FEE.

B-215-H001 MAXIMUM RATES

(a) Maximum Pass Through Rates – Applicable to all Task Orders Types. The pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

(1) any and all prime contractor indirect costs including, but not limited to: overhead, material handling charges, G&A, burdens and mark-ups; and

(2) any and all prime contractor profit or fee* *For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.

(b) The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed **8%**. For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

(c) Maximum Profit/Fee Rate – Applicable to Cost Plus Fixed Fee CLINs Only. Contractor compliance with the maximum fee rate on CPFF CLINs is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee at the task order level that is higher than the maximum fee rate stated in the offeror's base contract shall render the contractor's proposal unacceptable. The Contractor agrees that the maximum fixed fee rate shall not exceed **8%**. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the task order. The maximum fee rate being proposed at the task order level by the prime contractor shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal.

(d) Other Direct Costs and Travel. No fee is allowed on Other Direct Costs or Travel. Indirect cost elements such as G&A and material handling may be applied to ODCs but may not include fee.

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B-231-H001 TRAVEL COSTS (NAVSEA) (OCT 2018)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The travel costs to be reimbursed shall be those costs for which the Contractor has maintained appropriate documentation and which have been determined to be allowable, allocable, and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer, or their duly authorized representative.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Procuring Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
- (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

B-232-H005 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)--ALTERNATE I (NAVSEA) (OCT 2018)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.
- (b) The Government shall make payments to the Contractor, subject to and per the clause in this contract entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7), subject to the withholding terms and conditions of the "Fixed Fee" or "Incentive Fee" clause, as applicable. Fee paid per hour shall be based on total fee dollars divided by total hours to be provided. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

The hourly fixed fee rate established in this Task Order in accordance with **B-232-H005 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)--ALTERNATE I (NAVSEA) (OCT 2018)** is:

- CLIN 7000 - [REDACTED]
- CLIN 7100 - [REDACTED]
- CLIN -7200 - [REDACTED]
- CLIN 7300 - [REDACTED]
- CLIN 7400 - [REDACTED]

(End of Text)

B-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (NAVSEA) (OCT 2018)

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

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PAYMENT OF FEE

In the event of discontinuance of work under this Task Order, in accordance with the clause of the base IDIQ contract FAR 52.232-22 "Limitation of Funds" or FAR 52.232-20 "Limitation of Cost", as applicable, the fee shall be equitably adjusted by mutual agreement of the parties to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this Task Order, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this Task Order, the Government shall be required to pay the Contractor any amount in excess of funds obligated.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work (SOW)

Division 51, Branch 51

USCG Cutters, NOAA Ships, CVN68 Class, CVN78 Class and Amphibious Class Machinery Control Systems, Damage Control and Network Systems Support

1.0 INTRODUCTION

1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, software development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 519, which supports United States Coast Guard (USCG) Cutters, National Oceanic and Atmospheric Administration (NOAA) Ships, CVN68 Class, CVN78 Class, and Amphibious Class.

1.0.2 This contract is for non-personal services and incidental services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied. By agreeing to perform the services described in these specifications, the Contractor acknowledges that he/she is not, and shall not become, an employee of the U.S. Government. The Contractor further agrees that he/she shall not bring any cause of action in any forum claiming that he/she has become an employee of the U.S. Government.

1.0.3 The Contractor shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer as is necessary to ensure accomplishment of the contract objectives.

1.0.4 Government / Contractor Relationship

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

(b) The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence

(c) Contractor personnel under this task order shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

(d) Employee Relationship:

1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

2) Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(e) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(f) Notice. It is the Contractor's, as well as the Government's, responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.

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1) The Contractor should notify the Contracting Officer in writing within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the estimate in time by which the Government must respond to this notice to minimize cost, delay, or disruption of performance.

2) The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

1.1 SCOPE OF WORK

Coast Guard, NOAA and Naval surface cutters and ships require modernization-engineering, life-cycle, and in-service engineering support. This effort is to help ensure readiness and safety criteria are met. The work to be performed includes activities associated with USCG Cutters, NOAA Ships, CVN68 Class, CVN78 Class, and Amphibious Class Machinery Control Systems (MCS), Damage Control (DC), and Network Systems. This includes computer program development, systems engineering, testing, equipment harvesting, waterfront support and installation for new ship construction and in service ships. Tasks include performing systems engineering analysis, software development in order to interface control systems with other new or modified shipboard systems; troubleshooting control systems hardware and software issues at the Land Based Engineering Sites (LBES)/Test Facilities (LBTF) in Philadelphia, PA and aboard US Naval ships, NOAA vessels, and USCG cutters, as well as sustainment efforts around the world; upgrading the cyber security features of the existing and future control system variants; and addressing obsolete hardware with the most cost effective solutions possible.

1.2 BACKGROUND

The Cybersecure Machinery Control Systems & Networks Department (NSWCPD Department 50) supports US Navy, USCG, NOAA, and Foreign Military Sales (FMS) Machinery Controls, Navigation, Casualty Control, Conditioned-Based Maintenance, and Network Systems on all US Navy Surface Combatant, Amphibious, and Aircraft Carrier ships, as well as NOAA vessels and USCG cutters. NSWCPD Department 50 supports the development, modernization, acquisition, and life cycle maintenance of Control Systems across all ship platforms.

2.0 APPLICABLE DOCUMENTS

2.0.1 NAVSEA Technical Specification 9090-310G – [http://www.navsea.navy.mil/Portals/103/Documents/NSWC_Dahlgren/FiberOptics/Appendix_H_TS9090-310G_Approved_2015-2-12.pdf]

2.0.2 DoDD 8500.01, Information Assurance – [http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/850001_2014.pdf]

2.0.3 DoD 8510.01, Risk Management Framework – [http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/851001_2014.pdf]

2.0.4 DON-IT Acceptable Use Policy Memorandum, dated 12 FEB 2016 [<http://www.doncio.navy.mil/contentview.aspx?id=7498>]

3.0 REQUIREMENTS

3.1 Software Development: To ensure the readiness and safety of USCG Cutters, NOAA, CVN-68 Class, CVN-78 Class and Amphibious Class ships; NSWCPD is responsible for the software development and lifecycle support of

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the shipboard and Land Based Engineering Sites (LBES)/Test Facilities (LBTF) Machinery Control System (MCS), Damage Control (DC), and Network Systems programs. In support of this mission, the Contractor shall:

3.1.1 Provide software lifecycle support following the NSWCPD System Engineering Process (SEP) with applicable Capability Maturity Model Integrated (CMMI) and Institute of Electrical and Electronics Engineers (IEEE) standards and specifications.

3.1.2 Develop new and modified control system computer programs and modifications from detailed requirements. Provide input to software team to develop requirements and desired functionality of the control system.

3.1.3 Develop and/or modify computer code in the following languages: C++, C#, Java, MATLAB and Visual Basic as well as other related high level programming languages.

3.1.4 Design human-to-machine (i.e. Graphical User Interface (GUI) – primarily in Altia, Wonderware InTouch, Rockwell Panel View, C++, Java and .NET) and machine-to-machine interfaces to support the integration of new ship systems and/or new system requirements.

3.1.5 Develop and/or modify Rockwell and/or Siemens Programmable Logic Controller (PLC) code in either ladder logic or structured text. As well as, interface with Human Machine Interfaces (HMI).

3.1.6 Develop databases utilizing products such as but not limited to; Microsoft Access, Structured Query Language (SQL) and Comma Separated Values (CSV).

3.1.7 Use networked and Internet Protocol (IP) based systems and have knowledge of network protocols including Transmission Control Protocol/Internet Protocol (TCP/IP), User Datagram Protocol (UDP) and Simple Network Management Protocol (SNMP) for system architectural modification or design.

3.1.8 Design and implement test tools (e.g. Simulator/Stimulators, Emulators, Message Pumps) to support software development and integration testing of new ship systems with machinery control systems.

3.1.9 Develop software unit tests in order to demonstrate that the modified computer programs satisfy the requirements.

3.1.10 Develop software change packages and artifacts, and present changes at peer reviews.

3.1.11 Use the designated System Problem/Improvement Report (SPIR) databases and processes in order to record and track any software deficiencies or fixes.

3.1.12 Maintain technical software development skills in order to contribute to new software development efforts.

3.1.13 Provide configuration management control of software:

3.1.13.1 The contractor will implement and maintain proper configuration management of equipment, software, and documentation using processes compliant with CMMI Level 3 and the Program's SEP documentation.

3.1.13.2 The contractor shall implement configuration version control practices and processes (checkout/check-in, version number control, system/software baselines, merge, build, testing, and release) to software, hardware, requirements, firmware, images, technical manuals, test procedures, and support/design documentation.

3.1.13.3 The contractor shall provide configuration version control using locally established forms, templates, databases, and applications such as GIT, Telelogic DOORS, Sharepoint, Excel, Word Access, and Project.

3.2 Testing and System Integration Services: For MCS, DC, and Network Systems Testing and System Integration Services for USCG, NOAA, CVN-68 Class, CVN-78 Class and Amphibious Class programs the Contractor shall:

3.2.1 Develop, plan, schedule, and execute test plans and test procedures for individual MCS, DC, and/or Network Systems software, hardware, and systems.

3.2.2 Document issues, faults, deficiencies, and satisfactory results found during software, hardware, and system testing.

3.2.3 Provide shipboard/onsite troubleshooting and remote troubleshooting assistance to shipboard/onsite control system representatives who are supporting site/ship light off, installation and testing activities.

3.2.4 Implement and track test failures and issues in the SPIR database.

3.2.5 Perform configuration management of test documentation in accordance with the Program's approved SEP.

3.2.6 Provide hardware administration, maintenance, and disaster recovery support.

3.2.7 Provide engineering support for Environmental Qualification Testing (EQT) of new hardware components in accordance with all applicable MILSPECS and Instructions. EQT support shall include planning and executing shock, vibration, and electro-magnetic interference (EMI) testing on new hardware in accordance with applicable Military Standards and Instructions.

3.2.8 Provide Information Assurance (IA) support services to facilitate ongoing accreditation efforts.

3.2.9 Develop software and hardware installation plans with input from Fleet, Type Commanders, Functional and Platform Program Managers, Planning Yards, Ship Management Representatives (SMR's), and external supporting

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commands and technical authorities.

3.2.10 Develop, maintain, and configuration manage software and hardware installation procedures, instructions, notices and Standard Operating Procedures.

3.2.11 Develop Ship Change Documents (SCD) packages for control system deliveries.

3.2.12 Develop Engineering Change Proposal (ECP) packages for control systems.

3.2.13 Provide engineering services that include development and maintenance in support of hardware and software technical documentation and requirements.

3.2.14 Provide engineering services that include development and maintenance in support of hardware site/shipboard installation technical data packages (TDP's).

3.3 LBES/LBTF Equipment Integration Support: The LBES/LBTF offers cost effective, risk mitigation solutions to test and provide integrated systems for operational effectiveness for USCG, NOAA, CVN-68 Class, CVN-78 Class and Amphibious Class programs. In support of this mission, the Contractor shall:

3.3.1 Develop software programs for use in test tools and facility infrastructure tools based on customer requirements utilizing programs such as LabView, WinCC, Wonderware, PICS Pro, and high level programming languages (C, C++, C#, Java, Visual Basic, etc).

3.3.2 Modify existing test tool/facility infrastructure tools to implement enhanced capability based on requirements.

3.3.3 Troubleshoot in-house systems to identify root cause of problems that are found during software, hardware, and system development and testing.

3.3.4 Develop equipment integration designs for networking, supervisory control systems, simulators/stimulators, and other test tools/systems developed in-house.

3.3.5 Develop/modify/review drawings, documentation, plans, and procedures for equipment installation, integration, verification and site/ship upgrades.

3.4 Shipboard Installations, Testing and Troubleshooting: MCS, DC, and Network Systems shipboard installations, testing and troubleshooting services for USCG, NOAA, CVN-68 Class, CVN-78 Class and Amphibious Class programs; the Contractor shall:

3.4.1 Perform shipboard software loads on Windows and Linux computers, Programmable Logic Controller (PLC) processors, cards, and circuit level firmware.

3.4.2 Repair various shipboard hardware and electronic equipment, such as: cable harness wiring, cable harness routing, terminal box wiring, connector pinouts, wire splicing, equipment rack-in and rack-out, and cable terminations.

3.4.3 Perform troubleshooting on various electronic equipment such as computer hardware, computer operating systems, computer peripherals, various electronic sensors, terminal box wiring, cable wiring, electronic circuits, contact closure devices, and mechanical/electronic switches.

3.4.4 Provide shipboard installation, troubleshooting, and test assessment plans and procedures, routine status, metrics, and final trip reports.

3.4.5 Provide support for facilitating, preparing, and tracking the shipment of items to and from the site/waterfront.

3.4.6 Assistance with identifying drawing discrepancies, configuration issues, equipment deficiencies, and special or operational interference.

3.4.7 Develop and maintain various software and equipment installation, equipment checkout, system troubleshooting, and system assessment work products. The work products shall include the following: operational and endurance parameters, testing procedures, test plans, maintenance procedures, installation procedures, operational procedures, equipment installation drawings, equipment installation requirements, equipment removal packages, troubleshooting plans, troubleshooting guides, and pass/fail criteria.

3.4.8 Develop and present technical presentations and information to various entities such as peers, site/shipboard installation managers, site/ship's force representatives, and program sponsors.

3.4.9 Develop and maintain tracking sheets for various types of work products, including test equipment tracking, purchase order tracking, test procedure tracking, failed asset tracking, and equipment calibration tracking.

3.4.10 Provide site/shipboard operator and maintenance training of the control system.

3.4.11 Conduct control system test procedures during site/shipboard test evolutions.

3.4.12 Support work outside normal duty hours, as required, in order to accomplish tasking listed throughout this section.

3.4.13 Implement and track test failures and issues in the SPIR database.

3.4.14 Provide administrative support for contracted employees who are travelling to remote locations. This includes submitting any access requests, clearance levels, Joint Personnel Adjudication System (JPAS) requests, country clearance requests, and other paperwork required for travel to the specific location.

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3.5 Integrated Logistics Support (ILS): MCS, DC, and Network Systems ILS services for USCG, NOAA, CVN-68 Class, CVN-78 Class and Amphibious Class programs; the Contractor shall:

3.5.1 Technical Documentation

3.5.1.1 Develop, evaluate, update, and provide feedback on technical documentation and other logistics products such as technical manuals, system diagrams, system drawings, signal flow diagrams, allowable parts lists, preventative maintenance cards, and engineering operational and casualty procedures.

3.5.1.2 Provide system redlines, drawings, equipment schematics, and placards.

3.5.1.3 Provide support in accessing planning yard ILS repositories, such as: NAVSEA Engineering Ships Drawing Repository (NESDR), Naval Systems Engineering Resource Center (NSERC), Technical Data Management Information Systems (TDMIS), Haystack, and Navy Data Environment (NDE).

3.5.1.4 Create, review, and edit Failure Mode and Effects Analysis (FMEA), Failure Modes, Effects and Criticality Analysis (FMECA), and Failure Modes & Impacts Criticality Analysis (FMICA).

3.5.2 Training Support

3.5.2.1 Assist government personnel with developing course materials, auditing ongoing courses and providing input into curriculum development.

3.5.2.2 Assist government activities in classroom training and instruction.

3.5.2.3 Provide On-The-Job Training (OJT) for Ship's force and Regional Maintenance Center (RMC) personnel.

3.5.3 Obsolescence Support. Obsolescence management is needed to keep the systems in working order. The obsolescence program identifies systems that are at or near end of life and develops solutions for them. In order to support this mission, contractors shall perform the following:

3.5.3.1 Assist in managing the business and engineering obsolescence concerns of various stakeholders.

3.5.3.2 Develop forecasting information documentation, technical plans, and solutions for obsolescence problems. Update and maintain these items as project progresses.

3.5.3.3 Develop solutions to difficult problems with regard to balancing cost, need date, integration into existing systems, conflicting stakeholder desires, and other factors.

3.6 Material and Asset Support: MCS, DC, and Network Systems Material and Asset support services for USCG, NOAA, CVN-68 Class, CVN-78 Class and Amphibious Class programs; the Contractor shall:

3.6.1 Maintain inventory management of incoming and outgoing material and assets.

3.6.2 Support shipping of material and assets required for supporting of tasks listed herein.

3.6.3 Provide support with fabricating and assembling material and assets required for supporting of tasks listed herein, including lab and site/shipboard control panels and consoles.

3.6.4 Provide support with staging (drawing material from inventory in accordance with designs) of material and assets required for supporting of tasks listed herein.

3.7 Cybersecurity and Information Assurance (IA). MCS, DC, and Network Systems Cybersecurity and Information Assurance services for USCG, NOAA, CVN-68 Class, CVN-78 Class and Amphibious Class programs; the Contractor shall:

3.7.1 Provide technical services in support of delivering cyber-secure systems and solutions including the development and submittal of Risk Management Framework (RMF) risk assessments, implementation of DoD secure system configuration and hardening requirements identified in Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs) and Security Requirements Guides (SRGs), Assured Compliance Assessment Solution (ACAS) vulnerability assessments, anti-virus (AV) scanning, SEP artifacts, and other supporting documentation required for certifying and maintaining afloat, LBES, LBTF, RDT&E, and/or enterprise platforms.

3.7.2 Develop RMF Assess & Authorize (A&A) package documentation in accordance with DoD/NAVSEA directives, which includes the following components: Platform Information Technology (PIT) Determination Package documentation, System Categorization Form, Information System Continuous Monitoring Strategy (ISCM), Security Plan (SP), Step Concurrence forms, Plan of Actions and Milestones (POA&M), Security Assessment Plan (SAP), Security Assessment

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Report (SAR), Risk Assessment Report (RAR), Security Authorization Package, CYBERSAFE Certification, Package Endorsement Letters, and any additional administrative/technical resources required for submission.

3.7.3 Ensure RMF A&A package is submitted to the certification authority (CA) in sufficient time for review and operational cybersecurity risk recommendation to obtain Designated Accrediting Authority (DAA) authorization decision prior to operations or tests on a live network (i.e. LBES or shipboard).

3.7.4 The contractor shall develop, maintain, and execute all IA related tasks and duties in accordance with regulations to include the development and execution of DIACAP/RMF Program to POA&M or STIG.

3.7.5 In accordance with RMF, the contractor shall monitor and maintain the security posture of IT systems to include patching, implementing STIGs, analyzing network traffic, and applying new physical security measures.

3.7.6 Develop and/or test new and existing security features to be implemented into the control system operating environment and/or software.

3.8 Technical Writer Specialist Support: MCS, DC, and Network Systems Technical Writing Support services for USCG, NOAA, CVN-68 Class, CVN-78 Class and Amphibious Class programs; the Contractor shall:

3.8.1 Assist Engineers with compiling data into test plans and reports.

3.8.2 Assist Engineers with technical documentation revisions that support system installations and upgrades.

3.8.3 Assist Engineers with developing presentations for Program Reviews.

4.0 PLACE OF PERFORMANCE

The primary places of performance shall be at NSWCPD in Philadelphia as well as locally in Norfolk, VA and Panama City, FL. Travel may be required to the locations listed in Section 5 below.

5.0 TRAVEL

For estimating purposes, the following travel information is provided. Destinations, duration, and number of trips are subject to change.

Destination	Number of Days/Trip	Total Number of Trips
Washington, DC	2	1
Norfolk, VA	15	10
San Diego, CA	10	6
Yokosuka, Japan	8	6
Mayport FL	2	1
Pascagoula, MS	2	1
Honolulu, HI	4	2
Baltimore, MD	4	2
Sasebo, Japan	8	6
Seattle, WA	15	10
Jacksonville, FL	2	1
Panama City, FL	2	1
Alameda, CA	4	2
Kittery, ME	4	2
Boston, MA	4	2
Charleston, SC	4	2
Cheboygan, MI	4	2
Key West, FL	2	1
Yorktown, VA	4	2
Kodiak, AK	2	1

5.1 Security Classification Guidance is as follows of portions of the tasking on this Task Order when invoked in the Task Order Statement of Work:

5.1.1 Contractor requires access to information and equipment classified at the (Confidential, Secret) National Security

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Information (NSI) level in order to provide industrial support services within facilities that actively supports the Navy Nuclear Propulsion Program (NNPP).

5.1.2 All Contractor personnel accessing classified information or classified material associated with the performance work relative to the resultant Task Order must be United States citizens no foreign nationals and shall have and maintain at a minimum (Confidential) security clearance.

5.1.3 The Contractor is responsible for completing all required government mandated training to maintain security and network access to government sites and IT systems, as necessary to support

5.2 U-NNPI

5.2.1 Purpose. The undersigned hereby agrees that when provided documents (specifications, drawings, etc.) that are marked as containing NOFORN sensitive information that must be controlled pursuant to Federal law, the information contained therein and generated as part of the inquiry shall be used only for the purpose stated in the Task Order and shall in no case be transmitted outside the company (unless such transmittals comply with the detailed guidance of the Task Order) or to any foreign national within the company. While in use, the documents shall be protected from unauthorized observation and shall be kept secure so as to preclude access by anyone not having a legitimate need to view them. The documents shall not be copied unless done in conformance with the detailed guidance of the Task Order. All the documents shall be promptly returned in their entirety, unless authorized for proper disposal or retention, following completion of the Task Order.

5.2.2 Specific Requirements for Protecting U-NNPI

- a. Only U.S. citizens who have an NTK required to execute the Task Order shall be allowed access to U-NNPI.
- b. When not in direct control of an authorized individual, U-NNPI must be secured in a locked container (e.g., file cabinet, desk, safe). Access to the container must be such that only authorized persons can access it, and compromise of the container would be obvious at sight. Containers should have no labels that indicate the contents. If removed from the site, U-NNPI must remain in the personal possession of the individual. At no time should U-NNPI be left unsecured (e.g., in a home or automobile, or unattended in a motel room or sent with baggage).
- c. U-NNPI documents will have the word NOFORN at the top and bottom of each page. The cover sheet will have the warning statement shown below. Documents originated in the course of work that reproduce, expand or modify marked information shall be marked and controlled in the same way as the original. Media such as video tapes, disks, etc., must be marked and controlled similar to the markings on the original information.
- d. U-NNPI may not be processed on networked computers with outside access unless approved by CNO (N00N). If desired, the company may submit a proposal for processing NNPI on company computer systems. Personally owned computing systems, such as personal computers, laptops, personal digital assistants, and other portable electronic devices are not authorized for processing NNPI. Exceptions require the specific approval of the cognizant DAA and CNO (N00N).
- e. U-NNPI may be faxed within the continental United States and Hawaii provided there is an authorized individual waiting to receive the document and properly control it. U-NNPI may not be faxed to facilities outside the continental United States, including military installations, unless encrypted by means approved by CNO (N00N).
- f. U-NNPI may be sent within the continental United States and Hawaii via first class mail in a single opaque envelope that has no markings indicating the nature of the contents.
- g. Documents containing U-NNPI shall be disposed of as classified material.
- h. Report any attempts to elicit U-NNPI by unauthorized persons to the appropriate security personnel.
- i. Report any compromises of U-NNPI to the appropriate security personnel. This includes intentional or unintentional public release via such methods as theft, improper disposal (e.g., material not shredded, disks lost), placement on Web site,

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transmission via email, or violation of the information system containing U-NNPI.

6.0 SECURITY REQUIREMENTS

6.1 An Active SECRET Facility Clearance (FCL) and NNPI access is required for performance on this contract. There is no safeguarding requirement required.

All contractor personnel accessing classified information or material associated with and/or performing work relative to the resultant contract must be United States citizens and shall have and maintain at a minimum SECRET security clearance at time of contract award.

This effort may require access to classified information up to the Secret level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a Secret clearance. The requirements of the attached DD Form 254 apply.

The Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWCPD Security Office.

The Prime Contractor shall:

- (1) Forward copies of DD254s provided to subcontractors to the Naval Surface Warfare Center Philadelphia Division (NSWCPD), ATTN: Security
- (2) Direct the subcontractor to obtain approval, through the prime Contractor, for the public release of information received or generated by the sub through the prime Contractor.
- (3) Submit the subcontractor's request for public release through the technical point of contact identified on the DD 254.

NOTE: CLASSIFIED AND/OR UNCLASSIFIED MATERIAL WHICH IS MARKED: "NOT RELEASEABLE TO FOREIGN NATIONS" (NOFORN OR NF) MAY NOT BE RELEASED IN ANY FORM TO FOREIGN GOVERNMENTS, FOREIGN NATIONS, NON-U.S. CITIZENS OR ANYONE REPRESENTING A FOREIGN GOVERNMENT OR FOREIGN PRIVATE INTEREST WITHOUT THE PERMISSION OF THE ORIGINATOR.

6.2 The Contractor is responsible for completing all required government-mandated training to maintain security and network access to government-sites and IT systems.

6.3 The contract company shall ensure each employee has completed the 10 hour OSHA Maritime Shipyard Employment Course #7615. The contract company shall ensure that each employee maintains a current Course #7615 certification based on the course's certification expiration period and the requirement for retraining and recertification. REF: NAVSEA SI 009-74

7.0 DATA REQUIREMENTS

All CDRLs shall be delivered electronically, unless otherwise stated. Approval of contractor format is required from the COR.

7.1 Contracting Officer's Management Report (CDRL A001)

- 7.1.1** This report shall reflect both prime and subcontractor data if applicable at the same level of detail.
- 7.1.2** The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR.

7.2 Travel Report (CDRL A002)

- 7.2.1** This report shall reflect both prime and subcontractor data if applicable at the same level of detail.
- 7.2.2** The CDRL shall be delivered electronically, unless otherwise stated. Approval of contractor format is required from the COR.
- 7.2.3** The Contractor may be required to travel in performance of this task order. The numbers of trips and types of

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personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the COR. The Contractor shall submit travel reports in accordance with DI-MGMT-81943 (CDRL A002).

7.3 Other Direct Costs Report (CDRL A003)

7.3.1 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

8.0 PERSONNEL

8.1 **Personnel Requirements.** All persons proposed in key and non-key labor categories shall be U.S. citizens holding at least a current SECRET clearance, or ability to obtain one.

The level of effort for the performance of the resultant task order is based on the following labor categories and hours **per year**:

<u>Title (Key Personnel)</u>	Site	Hours	OT HRs	Resumes Req
MANAGER, PROGRAM/PROJECT III (MANP3) *	Contractor	320	0	1
ENGINEER, MECHANICAL IV (EM4) *	Government	1920	150	1
ENGINEER, MECHANICAL IV (EM4) * (two different PDs below)	Government	1920	150	1
ENGINEER, SYSTEMS IV (ESY4) *	Government	1920	150	1
TECHNICIAN, ENGINEERING VI (30086) *	Government	1920	150	1
TECHNICIAN, ENGINEERING VI (30086) *	Government	1920	150	1
<u>Title (Non-Key Personnel)</u>				
TECHNICIAN, ENGINEERING VI (30086)	Government	1920	150	0
ENGINEER, COMPUTER IV (EC4)	Government	1920	150	0
ENGINEER, SYSTEMS III (ESY3)	Government	3840	300	0
SPECIALIST, INFORMATION SYSTEM SECURITY (SISS3)	Government	1920	150	0
ENGINEER, SYSTEMS I (ESY1)	Government	1920	150	0
TECHNICAL WRITER, SUPERVISORY (TECW)	Contractor	640	0	0
ADMINISTRATIVE ASSISTANT (01020)	Contractor	200	0	0

* denotes key personnel employee

8.1.1 Key Personnel

The following labor categories are designated as the Key Personnel for this contract. Additional non-key personnel may also be utilized in these labor categories as tasking requires. Resumes will be submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category.

The Contractor shall provide individuals to fill the key positions identified below:

MANAGER, PROGRAM/PROJECT III (MANP3) (one resume required):

Target Education: Engineering or Business Bachelor Degree from an accredited college or university.

Target Experience:

- Ten (10) years professional experience in program/project management
- Ten (10) years of professional experience within industry managing design and installation of large scale shipboard machinery control systems projects
- Ten (10) years of professional experience working with new ship design teams

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-Ten (10) years of professional experience working with new system development

ENGINEER, MECHANICAL IV (EM4) (one resume required):

Minimum Education: Bachelor of Science (BS) Degree in Mechanical Engineering from an accredited college or university.

Target Experience:

- Ten (10) years of professional experience within industry as a mechanical engineer, which includes:
- Seven (7) years of professional experience within industry troubleshooting PLC based machinery control systems
- Seven (7) years of professional experience within industry designing, testing and installing PLC based machinery control systems.
- Five (5) years of professional experience within industry designing and testing hardware to meet US Navy environmental testing requirements.
- Five (5) years of professional experience using AutoCAD
- Five (5) years of technical writing including: test procedures, installation and rip-out documentation, and technical manuals.

ENGINEER, MECHANICAL IV (EM4) (one resume required):

Minimum Education: Bachelor of Science (BS) Degree in Mechanical Engineering from an accredited college or university.

Target Experience:

- Ten (10) years of professional experience within industry as a mechanical engineer, which includes:
- Seven (7) years of professional experience within industry troubleshooting machinery control systems
- Seven (7) years of professional experience within industry designing, testing and installing machinery control systems.
- Seven (7) years of professional experience within industry managing complex integration of interconnected shipboard systems
- Five (5) years of professional experience within industry developing Ship Change Documents (SCDs) within the Navy Data Environment (NDE)
- Five (5) years of technical writing including but not limited to creating: test procedures, installation and rip-out documentation, and technical manuals.

ENGINEER, SYSTEMS IV (ESY4) (one resume required):

Minimum Education: Bachelor of Science (BS) Degree in Engineering from an accredited college or university.

Target Experience:

- Ten (10) years of professional experience within industry as a controls systems engineer, which includes:
- Seven (7) years of professional experience developing, modifying and implementing Rockwell RSlogix and Siemens Step 7 PLC control logic.
- Seven (7) years of professional experience with file generation to auto generate PLC and C++ code using Visual Basic and Microsoft databases
- Five (5) years of professional experience within industry acting as a lead engineer

TECHNICIAN, ENGINEERING VI (30086) (one resume required):

Target Education: High School Diploma or Trade/Industrial School Diploma (or GED Equivalent).

Target Experience:

- Ten (10) years of professional experience as Engineering Technician, which includes:
- Seven (7) years of professional experience modifying and implementing Siemens PLC control logic.
- Seven (7) years of professional experience using Wonderware or WinCC.
- Seven (7) years of professional experience Visual Basic & VBA Programming.
- Five (5) years of professional experience using AutoCAD
- Three (3) years of professional experience modifying and implementing Rockwell RSLogix PLC and RSView32 HMI control logic.
- Two (2) years of professional experience JAVA, C++ Programming.

TECHNICIAN, ENGINEERING VI (30086) (one resume required):

Target Education: High School Diploma or Trade/Industrial School Diploma (or GED Equivalent),

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graduate from military schools and/or related military experience.

Target Experience:

- Ten (10) years of professional/military experience as an Engineering Technician, which includes:
- Five (5) years of professional/military experience troubleshooting and tracing signals using electrical schematics and a digital multimeter to diagnose or isolate cause for electrical failures, and generating write ups that detail testing performed, troubleshooting steps, and findings. Experience shall be with Navy equipment and/or machinery on Navy ships and/or land based sites, conducting and witnessing shipboard and/or land based installation and operational testing of U.S. Navy machinery control systems and equipment.
- Five (5) years of professional/military experience within industry acting as a lead engineering technician supporting new control system installations or upgrades.
- Five (5) years of professional/military experience with machinery control system computers. Experience shall include but not limited to reformatting hard drives, installing peripheral equipment, loading new software, troubleshooting hardware and software issues.

8.1.2 Non-Key Personnel

Although resumes for "Non-Key Personnel" are not required, offerors must fully demonstrate their ability to provide the non-key personnel listed below who meet the requirements that follow. The contractor shall certify in their proposal that they have these non-key personnel and provide a statement as to their ability to supply the personnel with the experience required to perform the efforts specified in the performance work statement. The contractor shall provide individuals to fill the non-key positions identified below:

TECHNICIAN, ENGINEERING VI (30086):

Minimum Education: High School Diploma or Trade/Industrial School Diploma (or GED Equivalent), graduate from military schools or related military experience.

Minimum Experience:

- Seven (7) years of professional experience as an Engineering Technician, which includes:
- Five (5) years of professional experience troubleshooting machinery control systems. Experience shall be with Navy equipment and/or machinery on Navy ships and/or land based sites.
- Five (5) years of professional experience assembling machinery control system cabinets
- Five (5) years of professional experience testing machinery control systems at land based test site
- Five (5) years of professional experience with electronic drawing reviews and revisions using AutoCAD.

ENGINEER, COMPUTER IV (EC4):

Minimum Education: Bachelor of Science (BS) Degree in Engineering or Computer Science from an accredited college or university.

Minimum Experience:

- Seven (7) years of professional experience within industry as a programmer, which includes:
- Five (5) years of professional experience within industry acting as a lead programmer
- Five (5) years of professional experience developing, modifying and implementing HMIs using C++, C# and Java.
- Five (5) years of professional experience developing, modifying and implementing CSV, Access, and Visual Basic databases.

ENGINEER, SYSTEMS III (ESY3):

Minimum Education: Bachelor of Science (BS) Degree in Engineering or Engineering Technology from an accredited college or university.

Minimum Experience:

- Five (5) years of professional experience within industry as a systems engineer, which includes:
- Three (3) years of professional experience within industry installing and troubleshooting machinery control systems.
- Three (3) years of professional experience developing, modifying and implementing Graphical User Interface (GUI) software for machinery control systems.

SPECIALIST, INFORMATION SYSTEM SECURITY III (SISS3):

Minimum Education: Bachelor of Science (BS) Degree in an Engineering, Business, or Computer

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Science from an accredited college or university.

Minimum Experience:

- Five (5) years of professional experience within industry in Cybersecurity related field.
- Three (3) years of professional experience within industry with working knowledge of the Risk Management Framework (RMF) process and/or prior experience with the Defense Information Assurance & Certification Accreditation Process (DIACAP).
- Three (3) years of professional experience within industry with security policies & guidance documents to assist with the preparation and maintenance of process artifacts, traceability documents purposed for compliance with Authority to Operate (ATO) requirements.

ENGINEER, SYSTEMS I (ESY1):

Minimum Education: Bachelor of Science (BS) Degree in Engineering or Engineering Technology from an accredited college or university.

Minimum Experience:

- Entry Level Position
- Internship / CO-OP experience preferred but not required
- Experience with Java or C/C++ language(s)

TECHNICAL WRITER, SUPERVISORY (TECW):

Minimum Education: Bachelor Degree in any field.

Minimum Experience:

- Three (3) years of professional experience within industry in technical writing and editing.
- One (1) year of professional experience within industry editing technical documentation for US Navy or USCG.

ADMINISTRATIVE ASSISTANT (01020):

Minimum Education: High School Diploma (or GED Equivalent)

Minimum Experience:

- Three (3) years of professional experience using Word and Excel or other equivalent programs.

8.2 Position Matrix

Contractor shall ensure that employees keep all required certifications current to meet Navy Information Assurance (IA) Workforce requirements. A table listing the Labor Categories and their associated IA Workforce Categories, along with the applicable tasking, is as follows:

Labor Category	CSWF Specialty Code	CSWF Proficiency Level	CSWF Baseline Qualification	CSWF OS Qualification	Continuing Professional Education (CPE) Requirements	Primary Tasks
Engineer, Mechanical IV (EM4)	67	Journeyman	CCNA or CAP or Security + (CE) or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.2, 3.3, 3.4, 3.5, 3.6
Engineer, Mechanical IV (EM4)	67	Journeyman	CCNA or CAP or Security + (CE) or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.2, 3.3, 3.4, 3.5, 3.6
Engineer, System IV (ESY4)	62	Journeyman	CSSLP or ECSP or SECURE C++ or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.1, 3.2, 3.3, 3.4
Technician, Engineering VI (38006)	67	Entry	A+ (CE) or Network + (CE) or SSCP or Associate Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.2, 3.3, 3.4, 3.5, 3.6

Labor Category	CSWF Specialty Code	CSWF Proficiency Level	CSWF Baseline Qualification	CSWF OS Qualification	Continuing Professional Education (CPE) Requirements	Primary Tasks
Technician, Engineering VI (38006)	62	Entry	A+ (CE) or Network + (CE) or SSCP or Associate Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.1, 3.2, 3.3, 3.4
Technician, Engineering VI (38006)	67	Entry	A+ (CE) or Network + (CE) or SSCP or Associate Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.2, 3.3, 3.4, 3.5, 3.6
Engineer, Computer IV (EC4)	67	Journeyman	CSSLP or ECSP or SECURE C++ or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.2, 3.3, 3.4, 3.5, 3.6
Engineer, System III (ESY3)	67	Journeyman	CCNA or CAP or Security + (CE) or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.2, 3.3, 3.4, 3.5, 3.6
Engineer, System III (ESY3)	67	Journeyman	CCNA or CAP or Security + (CE) or Bachelor Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.2, 3.3, 3.4, 3.5, 3.6
Information System Security Specialist (SISS3)	46	Journeyman	CASP or CAP or Security Plus or SSCP or Associate Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.7
Engineer, System I (ESY1)	67	Entry	A+ (CE) or Network + (CE) or SSCP or Associate Degree from accredited University	Directed by Privileged Access Agreement	40 CPEs annually	3.2, 3.3, 3.4, 3.5, 3.6

This is required as a condition of employment. Each labor category that applies should have this requirement added to the other requirements such as college degrees.

9.0 ENTERPRISE-WIDE CONTRACTING MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address www.ecmra.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at www.ecmra.mil.

10.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System. The eCRAFT Reports must use the standardized labor categories identified in Section C - Statement of Work. Compliance with this requirement is a material requirement of this contract.

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Failure to comply with this requirement may result in contract termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(c) The Contracting Officer may require supporting accounting system reports based on the review of the invoice documentation submitted to eCRAFT such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent).

(d) The contractor shall submit its reports on the same day it submits an invoice in iRAPT. The costs reflected in eCRAFT shall be the same as those in iRAPT. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(e) The eCRAFT Periodic Report Utility (ePRU) is an Excel tool used to facilitate generating reports of expenditures-against-cost contracts. The generated XML files will then be submitted by the ePRU tool via email to NUWC_NPT_eCRAFT.FCT@navy.mil for submission into the eCRAFT Database Management System. The ePRU spreadsheet and user manual can be obtained from the NUWC Division Newport Contracts Home Page under eCRAFT information at:

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/>

11.0 CONTRACTOR IDENTIFICATION

Contractor-employees shall identify themselves as contractor-personnel by introducing themselves or being introduced as contractor-personnel and displaying distinguishable badges or other visible identification for meetings with government-personnel. In addition, contractor-personnel shall appropriately identify themselves as contractor-employees in telephone conversations and in formal and informal written correspondence.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) for this Task Order is Rachel Wagner, Code 5021, Email: Rachel.Wagner@navy.mil 215-897-2571.

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

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(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained.

These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct act against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal submitted by GBS Dated 11 January 2019 in response to NAVSEA Solicitation No. N6449818R3018.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)

(a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformance's, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

(b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "subcontractor."

(c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

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(d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."

(e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

C-237-H001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (NAVSEA)

(OCT 2018)

(a) The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [insert named component] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D30 and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

(b) The contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.

(c) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://dod.ecmra.support.desk@mail.mil>.

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being

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replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: : eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500.00 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of

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effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort contract.

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SECTION D PACKAGING AND MARKING

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Contractor:
- (2) Contract Number/Task Order Number:
- (3) Sponsor: (Name of Individual Sponsor) To be specified on each individual Technical Instruction

(Name of Requiring Activity)

(City and State)

Ship reports/data to the following address:

Naval Surface Warfare Center, Philadelphia Division

5001 South Broad Street, Building 4

Philadelphia, PA 19112

Attn: TBD

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified in Section G, unless otherwise specified in the Technical Instructions (TIs) issued under this Task Order.

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018)

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	7/31/2019 - 7/30/2020
7001	7/31/2019 - 7/30/2020
7002	7/31/2019 - 7/30/2020
9000	7/31/2019 - 7/30/2020
9001	7/31/2019 - 7/30/2020
9002	7/31/2019 - 7/30/2020

CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance is as follows:

CLINs 7000 & 9000 Base Period - Date of Award to 12 Months After Date of Award

CLINs 7100 & 9100 Option Period 1 - 13 Months to 24 Months After Date of Award

CLINs 7200 & 9200 Option Period 2 - 25 Months to 36 Months After Date of Award

CLINs 7300 & 9300 Option Period 3 - 37 Months to 48 Months After Date of Award

CLINs 7400 & 9400 Option Period 4 - 49 Months to 60 Months After Date of Award

SHIP TO ADDRESS:

Ship all date item deliverables to the Contracting Officer's Representative (COR) as specified in the Task Order.

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

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SECTION G CONTRACT ADMINISTRATION DATA

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#), Electronic

Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for

Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s): Cost Voucher

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

COST VOUCHER

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(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF *Data to be entered in WAWF*

Pay Official DoDAAC: N68732

Issue By DoDAAC: N64498

Admin DoDAAC: N64498

Inspect By DoDAAC: N64498

Ship To Code: N64498

Ship From Code:

Mark For Code:

Service Approver (DoDAAC): N64498

Service Acceptor (DoDAAC):

LPO DoDAAC: N64498

DCAA Auditor DoDAAC:

Other DoDAAC(s):

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N64498 - Kimberly Villano; email:Kimberly.Villano@navy.mil ; 215.897-2433

GAM Mailbox - email: NSWCPD_WAWF_GAM@navy.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

G-216-H001 FIXED FEE WITHHOLD--FAR 52.216-8 CLARIFICATION (NAVSEA) (OCT 2018)

The Government will withhold 15% of each fixed fee payment starting with the first invoice submitted until a total of \$100,000 of fixed fee has been withheld. Withheld amounts will be released in accordance with FAR 52.216-8, Fixed Fee.

G-232-H001 ALLOTMENT OF FUNDS--BASIC (NAVSEA) (OCT 2018)

(a) This contract is incrementally funded with respect to both cost and fee. The table below sets out:

- (1) The CLINs/SLINs covered by the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22);
- (2) The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs;
- (3) The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee" (FAR 52.216-10); and;
- (4) The period of performance for which it is estimated the allotted amount(s) will cover:

CLINS/SLINS	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE FOR ALLOTMENT
7000	██████████	██████████	Date of Award through Month 12.
7100	██████████	██████████	Month 13 through Month 24.
7200	██████████	██████████	Month 25 through Month 36.
7300	██████████	██████████	Month 37 through Month 48.
7400	██████████	██████████	Month 49 through Month 60.
9000	██████████	███	Date of Award through Month 12.
9100	██████████	██████	Month 13 through Month 24
9200	██████████	███	Month 25 through Month 36
9300	██████████	███	Month 37 through Month 48
9400	██████████	███	Month 49 through Month 60

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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(c) Performance under CLINs/SLINs which are fully funded is subject to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this Task Order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

(b) This procurement contains the following contract type(s):

Item	Type*
CLIN(s) 7000-7400	CR
CLIN(s) 9000-9400	CR

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Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
*CR – Cost-Reimbursement (End of text)					

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Name: Michael Ford
Address: NSWC Philadelphia Division

5001 South Broad Street, Bldg 4

Philadelphia, PA 19112

Phone: 215-897-1805
E-mail: Michael.Ford@Navy.mil

(ii) The Contract Specialist is:

Name: Michele Evans
Address: NSWC Philadelphia Division

5001 South Broad Street, Bldg 4

Philadelphia, PA 19112

Phone: 215-897-2933
E-mail: Michele.Evans1@Navy.mil

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(iii) The Administrative Contracting Officer (ACO) is:

TDB

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: Rachel Wagner

Address: Naval Surface Warfare Center, Philadelphia Division
5001 South Broad Street, Bldg 1000, Philadelphia, PA 19112

Phone: 215-897-2571

E-mail: Rachel.Wagner@navy.mil

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

N/A

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is: To Be Determined with issuance of Technical Instruction(s).

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is: To Be Determined with issuance of Technical Instruction(s).

(h) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is:

Name: Gerald Furey

Address: NSWC Philadelphia Division

5001 South Broad Street, Bldg 4 , Philadelphia, PA 19112

Phone: 215-897-1348

E-mail: Gerald.Furey@Navy.mil

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of

the contract.

(j) The Authorized Ordering Person(s) for Per-Call Maintenance is:

N/A

(k) The Contractor's point of contact for performance under this contract is:

Name: Sarah Golden

Address: 2696 Reliance Drive, Suite 100, Virginia Beach, Virginia 23452

Phone: 757-965-4274

E-mail:

Accounting Data

SLINID	PR Number	Amount
7001	130079646100001	██████████
LLA :		
AA 1781810 81ST 251 VU021 0 050120 2D 000000 A00005143433		
TI 01_Incremental Funding_Labor_Authority 2410(a) Invoked		
7002	130079656600001	██████████
LLA :		
AB 1791804 8B5B 251 VU021 0 050120 2D 000000 A00005146367		
TI 02 Incremental Funding_Labor_Authority 2410(a) Invoked.		
9001	130079646100002	██████████
LLA :		
AA 1781810 81ST 251 VU021 0 050120 2D 000000 A00005143433		
TI 01_Incremental Funding_ODCs_Authority 2410(a) Invoked		
9002	130079656600002	██████████
LLA :		
AB 1791804 8B5B 251 VU021 0 050120 2D 000000 A00005146367		
TI 02 Incremental Funding_ODCs_ Authority 2410(a) Invoked		

BASE Funding ██████████

Cumulative Funding ██████████

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government:

(1) any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(e) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (g) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(f) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(g) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a

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description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(h) Notwithstanding paragraph (g) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(i) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(j) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(k) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(l) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(m) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(n) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(o) Compliance with this requirement is a material requirement of this contract.

H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (OCT 2018)

(a) The total level of effort for the performance of this contract is specified in Section B and includes prime and subcontractor direct labor (for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort).

(b) Of the total man-hours of direct labor set forth in Section B, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified in Section B shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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(d) The level of effort for this contract shall be expended at an average rate of approximately 460 hours per week. It is understood and agreed that the rate of man-hours per week may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraphs.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified in Section B would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required; the probable benefits which would result; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term. The offer shall acknowledge that the additional man-hours proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of a signed contract modification by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in Section B would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, determined adequate by the Administrative Contracting Officer, which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the Defense Contract Audit Agency office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Additionally, in the case of a cost underrun the Contractor shall submit the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the Limitation of Funds or Limitation of Cost clauses, as applicable, the period of performance may be extended at the discretion of the Contracting Officer, and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in Section B. The contractor shall continue to be paid fee for each man-hour performed in

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accordance with the terms of the contract.

PD-H04 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (NOV 2017)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated T3 by the Department of the Navy, Central Adjudication Facility (DOD CAF). Investigations should be completed using the SF-86 Form and the SF-87 finger print card. An interim clearance may be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS) in accordance with the NISPOM (DOD Instruction 5220.2M). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will terminated.

For Common Access Card (CAC) card personnel shall have a completed or open investigation that has been favorably adjudicated or a final security clearance. Only contractor personnel that require access to a DoD system that is CAC enabled will be issued a CAC card as documented in the DD 1172-2. Contractors will not be issued CAC cards for the sole -purpose of gaining access to government facilities.

b. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors must bring the ID that is listed on the I-9 form to the NSWCPD Security Officer at the time of badge request to verify U.S. citizenship.

c. A T1 investigations will be completed on any contractor that does not have a favorable adjudicated investigation in JPAS and is requesting swipe/non-swipe access to our buildings in excess of 120 days. Any contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

d. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The Contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

e. Once contract performance is complete the contractor shall return the CAC card to the COR. If the contractor will be performing services for NSWCPD under a different DoD issued contract, the COR may authorize the contractor to retain the CAC card until those services are complete. Notification to the NSWCPD Security Office must be provided via by the COR via an email with contractors name and the new contract number.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENT (2017)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN2017)

52.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

52.216-8 FIXED FEE (JUN 2011)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SETASIDE (NOV 2011)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEV 2019-O0003) (JAN 2017)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016)

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

52.224-3 PRIVACY TRAINING (JAN 2017)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2016)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)

252.225-7976 CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0019)

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252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA—BASIC (FEB 2019)

52.217-9 VAR I OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION I) (OCT 2018)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEMS

LATEST OPTION EXERCISE DATE

CLIN(s) 7100 /9100	Option Period 01 is from 13 months after date of award through 24 months thereafter.
CLIN(s) 7200/9200	Option Period 02 is from 25 months after date of award through 36 months thereafter.
CLIN(s) 7300/9300	Option Period 03 is from 37 months after date of award through 48 months thereafter.
CLIN(s) 7400/9400	Option Period 04 is from 49 months after date of award through 60 months thereafter.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "Level of Effort – Alternate I", if the total manhours delineated in paragraph (a) of the Level of Effort requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) *Definitions.* As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g)

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of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed: The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 541330 assigned to contract number N6449819F3004 upon award.

Contractor Signature:

Date:

Authorized Name & Title:

(End of clause)

52.222-2 PAYMENT FOR OVERTIMEPREMIUMS (JUL 1990)

(a) The use of overtime is authorized underthis contract if the overtime premium cost does not exceed \$____0.00____ or the overtime premium is paid for work --

1) Necessary to cope with emergencies such as those resulting from accidents,natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

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(2) By indirect-laboremployees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi shift operations or by employing additional personnel.

52.244-2 Subcontracts (Oct 2010)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

ANY CONTRACTS WITH ANY FIRM NOT INCLUDED IN THE ORIGINAL PROPOSAL FOR THE PERFORMANCE OF SERVICES

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the

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following information:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

ALL SUBCONTRACT AND TEAMING AGREEMENTS SUBMITTED WITH THE PROPOSAL

(End of Clause)

252.204-7004 LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)

(a) *Definition.* As used in this clause—

“Military installation” means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) *Training.* Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed—

- (1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or
- (2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) *Additional information* <https://jko.jte> otherwise identified in the performance work statement.. Information and guidance pertaining to DoD antiterrorism awareness training is available at

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including sub commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

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SECTION J LIST OF ATTACHMENTS

Exhibit A-CDRL A001

Exhibit B- CDRL A002

Exhibit C- CDRL A003

Attachment A- DD 254

Attachment B- Seaport Standard Rating Definitions

Attachment C- Key Personnel

Attachment D- Cost Proposal

Attachment E-Labor Rate Substantiation

Attachment F- Technical Proposal